



Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, August 12, 2020.

To: Prospective Quote

Subject: Request for Quotation No. 19ES6020Q0070

The Embassy of the United States of America has a requirement for a contractor to submit a quotation to provide **TACTICAL EQUIPMENT**, as per described in Attachment A.

The Request for Quotation (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Attachment A - Specifications
3. Late quotation rules and evaluation method

The Embassy plans to award a Purchase Order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFP carefully and if you are interested, submit your quotation via e-mail to RengifoJM@state.gov including the completed SF-18 by on or before 11:00 on August 26, 2020. No oral, partial or late quotations will be accepted.

Sincerely,

A handwritten signature in black ink, appearing to be "JP" with a stylized flourish.

Jeremy Peterson

Contracting Officer

Enclosure: As Stated

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 1	PAGES 13
1. REQUEST NO. 19ES6020Q0070	2. D8TE ISSUED 08/11/2020	3. REQUISITION/PURCHASE REQUEST NO. PR9301880	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED BY General Services Office, American Embassy San Salvador			6. DELIVER BY <i>(Date)</i>			
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls PR9177345)</i>			7. DELIVERY			
NAME Janina M. de Rengifo Rengifo.JM@state.gov		TELEPHONE NUMBER		X FOB DESTINATION OTHER <i>(See Schedule)</i>		
		AREA CODE NUMBER 2501-2462				
8. TO:			9. DESTINATION			
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE American Embassy San Salvador			
c. STREET ADDRESS			b. STREET ADDRESS Final Blvd. Santa Elena, Antiguo Cuscatlan			
d. CITY	e. STATE	f. ZIP CODE	c. CITY La Libertad			
			d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS <i>(Date)</i> 08/26/2020 @ 11:00am		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE <i>(Include applicable Federal, State and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	TACTICAL EQUIPMENT	LUMP SUM			\$	
	AS PER SCOPE OF WORK – NO PARTIAL QUOTES					
		TOTAL			\$	
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
					NUMBER	%
NOTE: Additional provisions and representations [] are [] are not attached.						
13 NAME AND ADDRESS OF QUOTER		14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER						
b. STREET ADDRESS		16. SIGNER				
c. COUNTY		a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	

				NUMBER
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STANDARD FORM 18

Solicitation Number 19ES6020Q0070

The American Embassy in San Salvador invites you to submit a quotation for **TACTICAL EQUIPMENT**, as per described in Attachment A.

Submit your quotation via e-mail to Janina de Rengifo, RengifoJM@state.gov on or before 11:00 on August 26, 2020. No proposal will be accepted after this time.

In order for a proposal to be considered, you must quote all items described in Attachment A and complete and submit the attached SF-18. Partial quotes will not be considered.

Please address any questions to:

Janina M de Rengifo

Email: RengifoJM@state.gov

SCOPE OF WORK

TACTICAL EQUIPMENT

	DESCRIPTION	QTY	UNIT
1	TACTICAL BELT SIZE 31"-41 MFR: BLACKHAWK -41VT10BK - BRAND NAME OR EQUAL COLOR: BLACK VERSATILE BELT - PARACHUTE-GRADE BUCKLES AND ADAPTERS - 1.5" WEBBING (7000-LB. TENSILE STRENGTH) POLYETHYLENE SPINE THAT SUPPORTS GUN HOLSTERS AND EQUIPMENT HOOK AND LOOP THAT SECURES RUNNING END	145	EA
2	TACTICAL BELT SIZE 41"-51" MFR: BLACKHAWK -41VT10BK - BRAND NAME OR EQUAL COLOR: BLACK VERSATILE BELT - PARACHUTE-GRADE BUCKLES AND ADAPTERS - 1.5" WEBBING (7000-LB. TENSILE STRENGTH) POLYETHYLENE SPINE THAT SUPPORTS GUN HOLSTERS AND EQUIPMENT HOOK AND LOOP THAT SECURES RUNNING END	175	EA
3	SAFETY GLASSES WITH BLACK FRAME - BRAND NAME OR EQUAL MFR PART NUMBER: S3300D MANUFACTURER: SPERIAN UVEX GENESIS XC SAFETY GLASSES - BLACK FRAME - CLEAR DURA-STREME LENS •DURA-STREME DUAL ANTI-SCRATCH & ANTI-FOG LENS COATING •EXTENDED WRAP-AROUND LENS FOR EXTRA CHEEK AND EXTRA SIDECOVERAGE •ADJUSTABLE, RATCHETING TEMPLES ALLOW CUSTOMIZED LENSINCLINATION AND FIT •CUSHIONED TEMPLE TIPS OFFER ALL-DAY COMFORT •SOFT FLEXIBLE FINGERS ON THE NOSE PIECE ADJUST AND CONFORMTO ALMOST ANY NASAL PROFILE TO REDUCE SLIPPAGE •IMPACT PROTECTION. MEETS ANSIZ87.1-2010 (HIGH IMPACT) MILITARY V0 BALLISTIC IMPACTTEST (PROTECTION AGAINST IMPACT ENERGIES 7X HIGHER THANANSI REQUIREMENTS) AND IS CERTIFIED TO MEET CSA Z94.3 STANDARDS	400	EA
4	EAR MUFF MFR PART NUMBER: MMMMH7A BRAND NAME OR EQUAL: 3M PELTOR H7 DELUXE EARMUFFS H7A STYLE: HEADBAND ADJUSTABLE: YES NRR: NRR 27 DB COLOR: BLACK	400	EA
5	TACTICAL HEADSET BRAND NAME OR EQUAL: 3M PELTOR SOUNDTRAP TACTICAL 6-S HEADSET MT15H67FB-01, HEADBAND 1 EA/CASE -SEPARATE MICROPHONE, RECEIVER , AMPLIFIER AND VOLUME CONTROL IN EACH CUP FOR A TRUE STEREOPHONIC RECEPTION	34	EA

	<ul style="list-style-type: none"> - DEEP EARCUP DESIGN FOR ALL-DAY COMFORT, ELIMINATING THE RISK OF HAZARDOUS NOISE REACHING THE EAR. -SMALL COMPACT AND FOLDABLE FOR EASY STORAGE -NOISE REDUCTION RATING: 19DB - TWO WAY COMMUNICATION TO TALK IN HIGH NOISE ENVIROMENTS 		
6	<p>MULTI-PLIER BLACK BRAND NAME OR EQUAL : DIESEL MULTI-PLIER BLACK, SHEATH Manufacturer: GERBER</p> <p>•FEATURES ONE-HANDED OPENING INBOARD TOOLS</p> <p>•COMPONENTS: NEEDLENOSE PLIERS; WIRE CUTTERS; PARTIALLY SERRATED KNIFE BLADE; CROSS POINT SCREWDRIVER; SMALL, MEDIUM AND LARGE FLAT BLADE SCREWDRIVERS; CAN OPENER; BOTTLE OPENER; FILE; SAW; SCISSORS; FULLY LOCKING BLADES</p>	55	EA
7	<p>OUTDOOR RIPSTOP PONCHO MFR PART NO.: FXO-PHO-RPSPP-099598 215514 BRAND NAME OR EQUAL: FOX OUTDOOR RIPSTOP PONCHO, BLACK 210D POLYESTER WITH P/U COATED WATER REPELLENT MATERIAL BUILT-IN HOOD WITH DRAWSTRING 8 SIDE SNAPS 6 GROMMETS; 4 WITH CORDS AND 2 WITHOUT INSIDE WEB STRIPS FOR ATTACHING PONCHO LINERS COMPLETE WITH DRAWSTRING CARRY POUCH</p>	135	EA
8	<p>PONCHO LINER TYPE G.I. MFR PART NO.: 2VK-PHO-56-8375-BLACK BRAND NAME OR EQUAL: ROTHCO G.I. TYPE PONCHO LINER GENDER / AGE: ADULT MATERIAL: POLYESTER RIP-STOP MATERIAL SPECS: 100% POLYESTER RIP-STOP WEATHER: COLD WEATHER CLOSURES AND FASTENERS: TIES</p>	135	EA
9	<p>BLACK HEADLAMP MFR PART NO.: E89AHB N2 BRAND NAME OR EQUAL: PETZL - TACTIKKA + HEADLAMP, 250 LUMENS, ULTRA- COMPACT HEADLAMP (BLACK) COLOR: BLACK BEAM COLOR: WHITE LIGHT OUTPUT: 250 LUMENS BATTERY TYPE: LR03 BATTERY LIFE: 200 HOURS WATER RESISTANCE LEVEL:IPX-4</p>	55	
10	<p>MFR PART NO.: 522-00100 MANUFACTURER: CAMO FACE PAINT BRAND NAME OR EQUAL: 4-COLOR MULTICAM CAMOUFLAGE FACE PAINT, 522- 00100 CASE WITH AN UNBREAKABLE MIRROR INCLUDED. ODORLESS, NON GLARE, 20 PLUS APPLICATIONS IN EACH COMPACT. ALL MAKEUP IS SOAP ACTIVATED FOR CLEAN UP! COLORS INCLUDE LOAM, SAND, DARK BROWN AND SLATE GREEN.</p>	100	
11	<p>COMPASS, LENSATIC, TRITIUM, OLIVE DRAB. BRAND NAME OR EQUAL: CAMMENGA OFFICIAL US MILITARY TRITIUM LENSATIC COMPASS EQUIPPED WITH 7 TRITIUM MICRO-LIGHTS, PROVIDING CONTINUOUS</p>	50	

	ILLUMINATION FOR OVER 12 YEARS. SHOCKPROOF, DAMAGE-RESISTANT DESIGN. WATERPROOF TO CONSIDERABLE DEPTHS. SANDPROOF FOR EXTRA DURABILITY. ACCURACY +/- 40 MILS. PERFORMS FLAWLESSLY IN TEMPERATURES RANGING FROM -50 F TO 150 F. UNCOMPROMISED BY TEMPERATURE CHANGES DUE TO ITS NON-LIQUID FILLED NEEDLE HOUSING. USES A COPPER INDUCTION-DAMPING RING THAT SLOWS, SETTLES AND STEADIES THE COMPASS NEEDLE QUICKLY. CONSTRUCTED WITH A POWDER-COATED, ALUMINUM FRAME FOR OPTIMAL ENDURANCE.		
12	LIGHTWEIGHT NOMEX BALACLAVA (Black) MFR PART NO.: LWH-100 - BRAND NAME OR EQUAL MANUFACTURER: HWI GEAR, INC 3 OUNCE DUPONT NOMEX FOR FR AND FLASH PROTECTION TO 800° F	55	
13	M4 MEDICAL FIELD READY BAG BRAND NAME OR EQUAL: KIT, M4 MEDICAL FIELD READY BAG: COLOR: BLACK BLACK BACKPACK (1) COMBAT TOURNIQUETS C.A.T (2) QUIKCLOT COMBAT GAUZE LE Z-FOLD (2) COMPRESSION BANDAGES 4" (2) COMPRESSION BANDAGES 6" (2) CHEST SEALS (4) KERLIX, COMPRESSED (4) BURN DRESSINGS, STERILE, 18"X18" (3) COMBAT EYE SHIELD (2) GAUZE PADS, STERILE, 4"X4" 2PK (6) GAUZE PADS, STERILE, 2"X2" 2PK (6) SAM SPLINTS, 36" (2) ELASTIC BANDAGES, 4"X5YDS (2) COFLEX, 2" X 5YDS TAPE ROLLS, 1"X10YDS (2) CPR MASK W/HARD CASE OROPHARYNGEAL AIRWAYS (2)	41	
14	BINOCULARS BRAND NAME OR EQUAL: VORTEX FURY HD 5000 10X42 MAGNIFICATION 10X OBJECTIVE LENS DIAMETER 42 MM EYE RELIEF 16 MM EXIT PUPIL 4.2 MM LINEAR FIELD OF VIEW 321.6 FEET/1000 YDS ANGULAR FIELD OF VIEW 6.1 DEGREES CLOSE FOCUS 18.5 FEET INTERPUPILLARY DISTANCE 58-72 MM	5	
15	PORTABLE WATER PUFICATION SYSTEM BRAND NAME OR EQUAL: THE TREKKER PORTABLE WATER PUFICATION SYSTEM QUICK-FILTER CHANGE 4-STAGE PURIFICATION PROCESS WATERTIGHT, UNBREAKABLE PELICAN CASE UV-LAMP OUT INDICATOR NO CHEMICALS TO ADD 12-VOLT DC POWERED :AUTO BATTERY, TRUCK BATTERY, GENERATOR 12V LEADS, AIRPLANE BATTERY, BOAT BATTERY, MOTORCYCLE BATTERY, PORTABLE BATTERY PACK AND SOLAR-CHARGED BATTERY	5	

	TOTAL PORTABILITY DIMENSIONS: 21 X 18 X 9 INCHES WEIGHT: 26.5 LBS / 12 KG 1 GALLON / MINUTE PRODUCTION (3.8 LITERS) DISINFECTION TO GREATER THAN 99.99% KILL RATE NSF-CERTIFIED COMPONENTS VIRTUALLY MAINTENANCE FREE - EASY TO USE		
16	TACTICAL IMPACT GLOVE SIZE "S" MECHANIX MPT-55 M-PACT GLOVES – COVERT – BRAND NAME OR EQUAL MATERIAL: THERMOPLASTIC RUBBER (TPR) HIGH IMPACT PORON XRD PALM PADDING ABSORBS SHOCK AND VIBRATION MOLDED THERMAL PLASTIC RUBBER (TPR) KNUCKLE AND FINGER IMPACT PROTECTION RUBBERIZED GRIP ON THUMB AND INDEX FINGER FOR IMPROVED CONTROL AND ABRASION RESISTANCE TREKDRY TOP-HAND MATERIAL HELPS KEEP HANDS DRY AND COMFORTABLE SECOND-SKIN FIT WITH A HOOK AND LOOP CLOSURE - MACHINE WASHABLE	44	
17	TACTICAL IMPACT GLOVE SIZE "M" BRAND NAME OR EQUAL: MECHANIX MPT-55 M-PACT GLOVES - COVERT MATERIAL: THERMOPLASTIC RUBBER (TPR) HIGH IMPACT PORON XRD PALM PADDING ABSORBS SHOCK AND VIBRATION MOLDED THERMAL PLASTIC RUBBER (TPR) KNUCKLE AND FINGER IMPACT PROTECTION RUBBERIZED GRIP ON THUMB AND INDEX FINGER FOR IMPROVED CONTROL AND ABRASION RESISTANCE TREKDRY TOP-HAND MATERIAL HELPS KEEP HANDS DRY AND COMFORTABLE SECOND-SKIN FIT WITH A HOOK AND LOOP CLOSURE - MACHINE WASHABLE	213	
18	TACTICAL IMPACT GLOVE SIZE "L" BRAND NAME OR EQUAL: MECHANIX MPT-55 M-PACT GLOVES - COVERT MATERIAL: THERMOPLASTIC RUBBER (TPR) HIGH IMPACT PORON XRD PALM PADDING ABSORBS SHOCK AND VIBRATION MOLDED THERMAL PLASTIC RUBBER (TPR) KNUCKLE AND FINGER IMPACT PROTECTION RUBBERIZED GRIP ON THUMB AND INDEX FINGER FOR IMPROVED CONTROL AND ABRASION RESISTANCE TREKDRY TOP-HAND MATERIAL HELPS KEEP HANDS DRY AND COMFORTABLE SECOND-SKIN FIT WITH A HOOK AND LOOP CLOSURE - MACHINE WASHABLE		

DELIVERY:

Within 30 days after receipt of P.O. at Doral, Florida (Foreign Vendors) or

American Embassy San Salvador, Antiguo Cuscatlan, La Libertad El Salvador, for local vendors

IMPORTANT NOTE:

In order to be eligible for award, vendors must be registered in the US Government System for Award Management (SAM). Please visit this for our QUICK GUIDE FOR CONTRACTOR REGISTRATION:

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_4_Screencast_2_Sp.pdf
(SAMS in Spanish)

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_1_Screencast_1_Sp.pdf

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES**

(Current thru FAC 2005-95)

COMMERCIAL ITEMS

FAR 52.2522 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JAN 2017
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014

	(if order is for services and contractor employees are covered by Defense Base Act insurance)	
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

___ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

___ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

___ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

___ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

___ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ___ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (48)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ___ (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)